IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3999 of 1995

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M/S Kalyanpur Cements Limited, through the Manager (Administration), Maurya Centre, Fraser Road, Patna.

.... Petitioner/s

Versus

1. State of Bihar
2. The Presiding Officer, Labour Court, Bailey Road, Patna.
3. Mrs. Gloria M. Stark, resident of Mohalla-Lodipur, P.S. Gandhi Maidan, District- Patna.

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Rajeev Ranjan Prasad
Mr. Nilanjan Chatterjee
Mr. Akash Chaturvedi

For Respondent No.3 : Mr. Ajay Kumar Sinha
Mr. Anand Mohan Verma
Mr. Pravin Kumar

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CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR DATTA

ORAL JUDGMENT

Date: 04-03-2016

Heard learned counsel for the petitioner and learned counsel for respondent No.3.

The writ application has been filed for quashing the order dated 15.04.1995 passed, in B.S.E. Case No.3 of 1991, by the Presiding Officer, Labour Court, Patna, by which he has directed the reinstatement of the respondent No.3 in service with full back wages and consequential benefits.

The facts of the case stated by the respective parties before the Labour Court are broadly that the respondent No.3 was appointed as Receptionist-cum-Telephone Operator vide Appointment No.1594 dated 01.04.1987 on probation for a period of six months. The

probation was extended for a further period of six months from time to time which, according to respondent No.3, was at the whims of the Management, whereas according to the petitioner it was on account of poor performance of respondent No.3. It is also not in dispute that the services of respondent No.3 were terminated by letter dated 29.12.1989 stating that her confirmation was subject to satisfactory performance; since her performance was not found satisfactory inspite of advice given to her from time to time, the probation period was extended on different occasions to give her opportunity as goodwill gesture but despite opportunity given to her, her performance had not improved and her extended probation period was going to expire on 31st December, 1989 and having lost all hopes, her services were terminated with effect from 31st December, 1989 as per the provisions of the contract and a cheque for Rs.3,103.45/- was enclosed towards notice pay and statutory claim. She was advised to settle her account from the Accounts Section on production of clearance certificate.

The Respondent No.3 by her letter dated 08.01.1990 written by her own hand stated that she was submitting her application for the above post since the company had terminated her services on 31st December,1989. She requested to reconsider the termination and offer an opportunity to serve the company to the best of her ability and further solemnly stated that she would attend her daily duties

according to time and shall get her leave prior sanctioned, if ever she needed.

It is the stand of the petitioner that the Management with sympathetic view reinstated the respondent No.3 on the probation period of six months, which was further extended to 31.12.1990. Thereafter, by letter dated 28.12.1990 the respondent No.3 was communicated that her services had been terminated with effect from Ist January, 1991 since her performance during the probation period had not been found satisfactory despite several extensions and warnings and she was advised to settle her account with the Accounts Department. The said letter shows receiving by the respondent No.3 on 31.12.1990, a copy of which was also sent to the Accounts Department. Aggrieved by the same, the respondent No.3 approached the Labour Court, Patna under Section 26 of the Bihar Shops & Establishments Act, 1953 (in short "Act") which was registered as B.S.E. Case No.3 of 1991.

Upon hearing the parties, the Labour Court passed the impugned order dated 15.04.1995 holding that the order of termination of service of respondent No.3 was clearly violative of the provisions of Section 26 (1) of the Bihar Shops and Establishments Act, 1953 as also the same is in derogation of Section 26 (1) of the initial appointment letter and the Labour Court held that the impugned

order of termination was invalid and inoperative in the eye of law and set it aside by the impugned order. It was further held that during the course of argument it was not urged on behalf of the opposite parties that in the event the impugned order was set aside the concerned employee should be awarded monetary compensation in lieu of her reinstatement; on behalf of the complainant also no such prayer was made; hence, it was not proper to award compensation to the complainant in lieu of her reinstatement, unless being called upon by either of the contending parties and, therefore, the respondent No.3 was ordered to be reinstated with full back wages and other consequential benefits to which she would have been entitled as she was in her employment. Aggrieved by the same, the petitioner has approached this Court.

Learned counsel for the petitioner submits that the findings of the Labour Court are perverse and there was no applicability of the provisions of Section 26 (1) of the Act, as it was not a case of dismissal or discharge or otherwise termination, rather the respondent No.3, was a probationer and since her performance during the probation period was not satisfactory, it was decided not to extend the same. In the said circumstances, there was no question of applicability of the provisions of Section 26 (1) of the Act which was only for a confirmed employee.

The stand of learned counsel for the petitioner is that the order of not extending the probation was fully justified in view of the repeated complaints against the respondent No.3 regarding her unauthorized absence as also unpunctuality etc., for which several warnings were given to the respondent No.3 and which fact was also accepted by the respondent No.3 in her letter dated 8.1.1990 and thus, there was no occasion for the Labour Court to have come to a conclusion that the impugned order of termination was without reasonable cause and the findings in this regard are perverse. It is submitted that once the termination was for the reasonable cause then there could not have been any direction to reinstate the respondent No.3.

It is also submitted by learned counsel for the petitioner that the Labour Court ought not to have reinstated the respondent No.3 with full back wages considering the fact that the respondent No.3 was working on probation and she was never confirmed and further considering the admitted lapses on the part of the respondent No.3 herself and at best monetary compensation could have been awarded to her.

It is also submitted by learned counsel for the petitioner that in any view of the matter, this Court should take into account the subsequent developments in the matter as the petitioner-company is a

sick company. The company was referred to the Board for Industrial and Financial Reconstruction (BIFR) under the provisions of the Sick Industrial Companies (Special Provisions) Act, 1985 and is going to be revived under the direction of the BIFR. In such circumstances, the direction upon the company for reinstatement of respondent No.3 with full back wages would cause havoc and that too after a period of 24 years, and would not be in accordance with law.

It is contended that even if it is so held that the respondent No.3 is entitled to monetary compensation, a lump sum amount instead of reinstatement with full back wages can be awarded to her. It is urged by learned counsel that the reinstatement with full back wages is not necessarily the norm and it has been held in a large number of cases that the facts and circumstances ought to be taken into consideration while ordering any relief to be given in the case even if it is held that the termination is ultimately unjustified or contrary to law.

Learned counsel for the petitioner, in support of the aforesaid stand, relies upon several decisions including Division Bench decision of this Court and of the Supreme Court. The first case relied upon is that of the Division Bench of this Court in the case of Bihar State Coop. Marketing Union Ltd.vs. State of Bihar and others: 1993 (1) LLJ 1177. He relies upon the last paragraph of paragraph No.8 and

paragraph No.9 of the said decision which are quoted below:-

> "8… The Act, therefore, makes a distinction between a case of dismissal on a charge of misconduct and a case where the employment is terminated for a reasonable cause. In the case of dismissal for misconduct, the Authority is required to be satisfied that the order terminating the employment on a charge of misconduct is supported by satisfactory evidence recorded at an enquiry held for the purpose. This obviously brings into play the audi alteram partem rule. Such a requirement is not insisted upon where the termination is not on a charge of misconduct. In such cases where a person has been in employment continuously for a period of not less than six months, it has to be established that the termination of the employment is for a reasonable cause. Additionally, the employer is required to give such an employee at least one month's notice or one month's wages in lieu of notice. The action of the Administrator, therefore, must be tested for its fairness and reasonableness by reference to the provisions of Section 26 (1) of the Act which are applicable to the facts of the case. There is no requirement that the concerned employee must be afforded an

opportunity of being heard before an order of termination is passed, except in a case where his services are dispensed with on a charge of misconduct. It would, therefore, not be fair to import an additional condition not envisaged by the Act, and insist that the rule of audi alteram partem will also apply to a case where the employer is not 'State' and the termination of employment is sought to be justified for a reasonable cause, on the ground of the appointment being contrary to law and the rules, and not on the ground of misconduct. (See 1990 (4) SCC page 35.) Reliance placed by the authority upon the judgment reported in AIR 1991 S.C. 309 is misplaced, because that was a case where the employer was the State of Bihar and their Lordships were not considering a case of termination of employment by a Society which was not 'State' and whose actions had to be justified in the light of the provisions of a statute, such as the Bihar Shops and Establishment Act, which permits termination of employment for a reasonable cause in cases where the termination is not on the ground of misconduct. The statute requires that the reasonable cause must be established before the prescribed Authority, and

additionally provides for grant of monetary compensation in appropriate case. It cannot be lost sight of that though the actions of the Administrator are amenable to writ jurisdiction, he all the same exercises powers on behalf of Biscomaun, which is not "State" as held by the Court. I have, therefore, no doubt that the services of respondent No.3 were terminated for a reasonable cause, and the action of the Administrator in doing so was neither unreasonable nor unfair.

9. The Act however, requires that before an order of termination can be upheld, it must not only be shown that the order was based on reasonable ground, but also that the concerned employee was given the month's notice or one month's wages in lieu of notice. The question as to whether respondent No.3 was in fact paid one month's wages in lieu of notice, therefore, acquire significance. I shall consider that question hereafter."

Learned counsel for the petitioner also relies upon the decision of the Supreme Court in the case of General Manager, Haryana Roadways vs. Rudhan Singh: 2005 (3) PLJR 207 (SC), paragraph Nos. 8 and 10 of which are quoted below:-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment, i.e., whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment, namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors, which has to be taken into consideration, is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at his age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period, i.e, from the

date of termination till the date of award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which requires to be taken into consideration is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.

10. In Smt. Saran Kumar Gaur and Others vs. State of Uttar Pradesh and Others, JT 1991 (3) SC 478, this Court observed that when work is not done remuneration is not to be paid and accordingly did not make any direction for award of past salary. In State of U.P. and Anr. vs. Atal Behari Shastri and Anr., JT 1992 (5) 523, a termination order passed on 15.7.1970 terminating the services of a Licence Inspector was finally quashed by the High Court in a writ petition on 27.11.1991 and a direction was issued to pay the entire back salary from the date of termination till the date of his attaining superannuation. This Court, in absence of a clear finding that the employee was not gainfully employed during the relevant period, set aside the order of the High Court directing payment of entire back salary and substituted it by payment of a lump sum

amount of Rs.25,000/-. In Virender Kumar, General Manager, Northern Railways, New Delhi vs. Avinash Chandra Chadha and Others, (1990) 3 SCC 472, there was a dispute regarding seniority and promotion to a higher post. This Court did not make any direction for payment of higher salary for the past period on the principle 'no work no pay' as the respondents had actually not worked on the higher post to which they were entitled to be promoted. In Surjit Ghosh vs. Chairman and Managing Director, United Commercial Bank and Ors., (1995) 2 SCC 474, the appellant (Assistant Manager in the Bank) was dismissed from service on 28.5.1985, but his appeal was allowed by this Court on 6.2.1995 as his dismissal order was found to be suffering from an inherent defect. His claim for arrears of salary for the past period came to about Rs. 20 lakhs but this Court observed that a huge amount cannot be paid to anyone for doing no work and accordingly directed that a compensation amount of Rs.50,000/- be paid to him in lieu of his claim for arrears of salary. In Anil Kumar Gupta vs. State of Bihar, (1996) 7 SCC 83, the appellants were employed as daily wage employees in Water and Land Management Institute of the

Irrigation Department of Government of Bihar and they were working on the post of steno-typists, typists, machine operators and peons, etc. This Court allowed the appeal of the workmen and directed reinstatement but specifically held that they would not be entitled to any past salary. These authorities show that an order for payment of back wages should not be passed in a mechanical manner but host of factors are to be taken into consideration before passing any order for award of back wages."

Further he cites the decision of the Supreme Court in the case of Sain Steel Products vs. Naipal Singh and others: (2003) 4 SCC 628, in paragraph No.4 of which it has been held as follows:-

"4. Considering the fact that the respondent has not been in employment of the appellant since 1975 for well over a quarter of century we do not think it appropriate to put him back in service of the appellant. It would be proper that some reasonable compensation be paid to him in lieu of back wages and reinstatement. We think, in the circumstances of the case, appropriate relief to be granted is a sum of Rs.50,000 which shall be paid to the respondent or deposited with the Labour Court within a period of one month from today to be drawn by the

respondent. Award made by the Labour Court as affirmed by the High Court shall stand modified in terms stated above. The appeal is accordingly allowed in part."

Learned counsel for the petitioner lastly relies upon the decision of the Supreme Court in the case of Mukund Ltd. vs. Mukand Staff & Officers'Association: 2004 (3) PLJR SC 79, in which it was observed that subsequent development of the appellant-company needs to be kept in mind while granting relief under the Labour Laws.

Learned counsel for the respondent No.3, on the other hand, submits that the provisions of Section 26 of the Act do not make any distinction between a probationer and permanent employee and all that it requires is that no employer shall dismiss or discharge or otherwise terminate the employment of any employee who has been in his employment continuously for a period of not less than six months, except for a reasonable cause and after giving such employee at least one month's notice or one month's wages in lieu of notice. It is asserted that it is evident from the order of termination dated 28.12.1990 that no such notice or notice pay was given to the respondent No.3, whereas the petitioner company on the earlier occasion on 29.12.1989, when it had similarly terminated the services of the respondent No.3, had given her a cheque for Rs.3,103.45

towards one month's notice pay. Thus, admittedly, the petitioner has failed to comply with the mandatory provisions of Section 26 of the Act and the termination is thus invalid.

Learned counsel for respondent No.3 also supports the decision of the Labour Court in directing the reinstatement of respondent No.3 with full back wages stating that the petitioner having failed to comply with the provisions of Section 26 (1) of the Act, that was the just and fair order to be passed in the matter.

I have considered the submissions of learned counsels for the parties. Before adverting to the same, it would be useful to refer to the provision of Section 26 of the Bihar Shops and Establishments Act, 1953, which is in the following terms:-

> "26. **Notice of the dismissal or discharge**.- (1) No employer shall dismiss or discharge or otherwise terminate the employment of any employee who has been in his employment continuously for a period of not less than six months, except for a reasonable cause and after giving such employee at least one month's notice or one month's wages in lieu of such notice:
>
> Provided that such notice shall not be necessary where the services of such employee are dispensed with on a charge of such misconduct as maybe prescribed by the State

Government, supported by satisfactory evidence recorded at an enquiry held for the purpose:

Provided further that an employee who has been in continuous employment for a year or more and whose services are dispensed with otherwise than on a charge of misconduct shall also be paid compensation equivalent to fifteen days average wages for every completed year of service and any part thereof in excess of six months before his discharge in addition to the notice or pay in lieu of notice as prescribed above.

(2) Every employee, dismissed or discharged or whose employment is otherwise terminated, may make a complaint in writing in the prescribed manner, to a prescribed authority within 90 days of the receipt of the order of dismissal or discharge or termination of employment on the one or more of the following grounds, namely:-

(i) there was no reasonable cause for dispensing with his service; or

(ii) no notice was served on him as required by sub-section (1); or

(iii) he has not been guilty of any misconduct as held by

the employer; or

(iv) no compensation as prescribed in sub-section (1) was paid to him before dispensing with his service.

(3) Notwithstanding anything contained in sub-section (2), where the order of dismissal or discharge was received by an employee at anytime before the commencement of the Bihar Shops and Establishments (Amendment) Act, 1959, he may make a complaint in writing in the prescribed manner before a prescribed authority within sixty days of the commencement of the said Act:

Provided that such complaints, if any, pending before an authority prescribed prior to the commencement of the said Act shall be deemed to have been duly filed before the authority prescribed after such commencement and the said authority shall dispose the same in accordance with the provisions of this Act.

(4) The prescribed authority may condone delay in filing such a complaint if it is satisfied that there was sufficient cause for not making the application within the prescribed time.

(5) (a) The prescribed authority shall cause a notice to be

served on the employer relating to the said complaint, record briefly the evidence adduced by the parties, hear them and after making such enquiry as it may consider necessary pass orders giving reasons therefore.

(b) In passing such order the prescribed authority shall have power to give relief to the employee by way of reinstatement or money compensation or both.

(6) The decision of the prescribed authority shall be final and binding on both the employer and employee."

In the present matter, I am concerned with the provisions of sub-section (1) of Section 26 of the Act. The first aspect to be examined is as to whether the said provision is applicable to a probationer or not as sought to be argued by learned counsel for the petitioner or it applies to all employees whether probationer or otherwise.

From a perusal of sub-section (1), it is evident that before the provision is invoked by an employee the requirement is that he must have been in his employment continuously for a period of not less than six months. Once that basic condition is fulfilled, it does not appear that the said provision makes any distinction between a probationer or a confirmed employee or otherwise.

Therefore, so far as invocation of the provisions of Section 26 (1) of the Act is concerned, on this ground the submission of learned counsel for the respondent No.3 has to be rejected that the provision has no applicability to a probationer.

Looking into the provision, it is evident that two pre-conditions are required to be satisfied before a valid dismissal, discharge or otherwise termination can take place on the action of the employer. The first is such dismissal or discharge or termination otherwise must be for a reasonable cause and the second condition is that such employee who is being dismissed or discharged or otherwise terminated must be given one month's notice or one month's wages in lieu of such notice. In addition to the above, the second proviso to sub-section (1) also provides that an employee who has been in continuous employment for a year or more and whose services are dispensed with otherwise than on a charge of misconduct shall also be paid compensation equivalent to fifteen days average wages for every completed year of service and any part thereof in excess of six months before his discharge in addition to the notice or pay in lieu of notice as prescribed by the main part of sub-section (1) of Section 26 of the Act. The first proviso however makes it clear that this would not apply to a case where the services of such employee are dispensed with on a charge of misconduct, for which a separate procedure is

prescribed by sub-section (2) of Section 26 of the Act.

This is also the view of law taken by the earlier Division Bench of this Court in the case of Bihar State Co-operative Marketing Union Limited (supra).

The first thing to be considered is as to whether the finding of the Labour Court that the dismissal/discharge/termination was without a reasonable cause is valid or is perverse in the sense that it is not based on the materials available on the record.

It is evident from the materials on the record that from the very beginning the services of respondent No.3 were not found to be up to the mark by the petitioner-employer and for the said reason, the probation period was continuing to be extended from time to time and ultimately by letter dated 29.12.1989, the services of respondent No.3 were terminated on the ground that her performance was not found satisfactory despite advice given to her from time to time. The response of the respondent No.3 to the said termination letter dated 29.12.1989 by her letter dated 08.01.1990 was that the respondent No.3 admitted the complaint being made against her regarding her lack of punctuality and habit of remaining absent without even getting a leave sanctioned from before. It is the only conclusion possible from the said evidences that there was a reasonable cause on the own admission of respondent No.3 when the services of the respondent

No.3 were put to an end by letter dated 29.12.1989. It is a different aspect of the matter that on the basis of a letter dated 8.1.1990, the petitioner-employer took a sympathetic view and reinstated her for a further period of six months, which again was extended till 31.12.1990 and ultimately by the letter dated 28.12.1990 her services were terminated.

From the aforesaid evidences on the record, it cannot be said that the petitioner-employer was bent upon to harass the respondent No.3 or act against her because if that had been so, then there would have been no occasion for the petitioner to have reinstated the respondent No.3 after the first termination by letter dated 29.12.1989. The said fact is corroborated by the admission made by respondent No.3 in her letter dated 08.01.1990. In the said conspectus of facts, the irresistible conclusion is that the letter dated 28.12.1990 terminating the employment of respondent No.3 had been issued for a reasonable cause on account of unsatisfactory performance. Thus, on this ground the finding of the Labour Court is perverse and cannot be accepted.

The question, however, would remain as to whether the action of termination of employment of respondent No.3 by the petitioner on 28.12.1990 has complied with the other requirement of Section 26 (1) of the Act by giving at least one month’s notice or one month’s wages in lieu of such notice. From the said letter, it is clear that after

terminating the services of respondent No.3 with effect from 01.01.1991, it merely stated that the respondent No.3 was advised to settle her account with the Accounts Department and a copy of the same was also marked to the Accounts Department. The letter dated 28.12.1990 addressed to the Accounts Section, Central Office, Patna issued by the Manager (Administration) of the petitioner makes a request to pay an amount of Rs.5448/- to the respondent No.3 towards one month's notice pay, compensation pay at the rate of 15 days salary per year for the period from April, 1987 to December, 1990 and leave pay for 43 days P.L.

Learned counsel for the petitioner has sought to argue that the two letters of the same date with advice to the respondent No.3 to settle her account with the Accounts Department amounts to substantial compliance of the requirement of Section 26 (1) of the Act and thus, the termination could not be held to be invalid.

Learned counsel for the respondent No.3, on the other hand, submits that unless the payments were made, a mere reference to the Accounts Department, cannot amount to proper compliance of the provisions of Section 26 (1) of the Act.

I am not inclined to accept the submission of learned counsel for the petitioner in this regard. It is evident that the requirement of Section 26 (1) of the Act is one month's notice or one month's wages

in lieu of such notice in addition to the compensation of 15 days average wages for every completed year of service and any part thereof in excess of six months. The said requirement could not have been fulfilled by merely referring the respondent No.3 to settle the account with the Accounts Department, but by handing over a cheque for the said amount at the time of handing over the letter of termination which has clearly not been done in the present matter. Thus, it is evident that the provisions of Section 26 (1) of the Act have not been fully complied with in the present matter.

Since both the conditions as also the conditions mentioned in the proviso have to be complied with before a valid dismissal or discharge or termination otherwise can take place, it is evident that the letter dated 28.12.1990 was not in accordance with law and thus the termination of the employment of the respondent No.3 could not be held to be legal.

The question that would arise is as to whether the Labour Court was justified in directing the reinstatement with full back wages in the above circumstances. It is evident from clause (b) of sub-section (5) of Section 26 of the Act that the Labour Court has power to give relief to the employee by way of reinstatement or money compensation or by both. Thus, it cannot be said that once the Labour Court has come to a conclusion that the dismissal or discharge or

termination did not fulfil the conditions laid down under Section 26 (1) of the Act, the reinstatement shall be automatic. It must be kept in mind that the power of the Labour Court under Section 26 (5) (b) of the Act is both with regard to termination of an employee under the main part of sub-section (1) of Section 26 of the Act as also with regard to termination when the employee has been found guilty of misconduct. It is evident that different considerations must prevail with regard to the relief to be given to the employee in the two circumstances: where the termination itself is found to be for a reasonable cause then there should be less reason to order any reinstatement in such cases merely on account of non-fulfilment of the technicality of giving one month's pay or one month's notice in lieu of such notice. Generally, in such matters the money compensation may be the more appropriate relief to be granted than a reinstatement with full back wages or without back wages.

In the present matter, I have held that the finding of the Labour Court that the termination was without a reasonable cause is perverse and thus if the termination is itself for a reasonable cause then the reinstatement may not be a proper relief that should be granted. Moreover, as pointed out by the Apex Court in the case of Rudhan Singh (supra), various factors have to be taken into consideration in such matters including the nature of appointment,

whether ad hoc, short term, daily wage, temporary or permanent in character, as also the length of service which the employee had rendered with the employer. The respondent No.3 was admittedly a probationer who had rendered service with the petitioner company for only 3 years and 9 months.

The Supreme Court's observations in the case of Mukund Staff and Officers' Association (supra) in respect of subsequent development with regard to the company also needs to be kept in mind while granting relief in the present matter. The company is a sick company which is before the BIFR and a scheme for reconstruction of the company is at the implementation stage. Nearly 24 years have also passed since the order of termination has been passed and in the said facts and circumstances to direct reinstatement with full back wages would be a havoc upon the company. Nothing has been brought on the record to show that the respondent No.3 was not gainfully employed during this period.

In the normal circumstances, this Court would have remitted the matter to the Labour Court to pass a final order as to the proper amount of compensation to be awarded to the respondent No.3 but in my view, that would only amount to prolonging the agony of the parties. It is, accordingly, directed in the facts and circumstances of the case, and on the basis of submissions made by learned counsels

for the parties that money compensation of Rs.5,00,000/- shall be sufficient in the ends of justice.

The writ application is, accordingly, partly allowed. The impugned order dated 15.4.1995 is set aside to the extent indicated above and it is directed that the petitioner shall pay the respondent No.3 the compensation of Rs.5,00,000/- within a period of six months from today. The first instalment of Rs.1,75,000/- shall be paid on or before 4th May, 2016; the next instalment of Rs.1,75,000/- shall be paid on or before 4th July, and the last and final instalment of Rs.1,50,000/- shall be paid on or before 4th September, 2016.

(Ramesh Kumar Datta, J)

V.P.Sinha/-

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